

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

PROBATE COURT

NO. 98D4536-DV1

Marlene Johansen

, Plaintiff

v.

Ralph Johansen

, Defendant

MODIFICATION JUDGMENT

This action came on hearing before the Court, at Cambridge

Beverly Weinger Boorstein

, J. presiding, and the issues having been

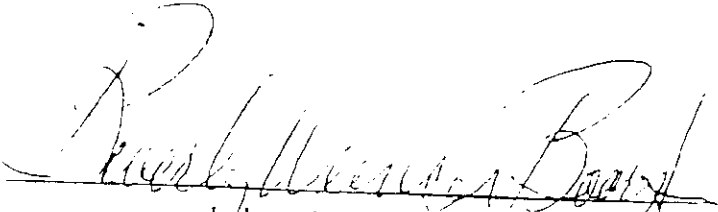
heard and findings having been duly rendered,

It is Ordered and Adjudged:

The Judgment of Divorce Nisi dated March 21, 2001 be so modified in accordance with the terms of an Agreement dated December 24, 2001 filed, incorporated and not merged in this Judgment but nevertheless shall survive and have independent legal significance, except for alimony issues which shall merge. The parties are ordered to comply with the terms thereof. In all other respects the Judgment dated March 21, 2001 remains in full force and effect.

DEC 24 2007

Date


Judge of Probate Court

COMMONWEALTH OF MASSACHUSETTS

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MIDDLESEX SS

THE TRIAL COURT
PROBATE & FAMILY COURT

DOCKET NO 98D-4536-DV1.

Marlene Johansen PLAINTIFF
vs
Ralph Johansen DEFENDANT

STIPULATION/AGREEMENT
OF PARTIES

IT IS HEREBY AGREED/STIPULATED THAT THE FOLLOWING SHALL BE MADE AN ORDER OF JUDGEMENT OF THIS COURT

1. Marlene Johansen forthwith shall withdraw or request dismissal of her appeal of the Judgment Nisi of Divorce, Appeals Court No. 01-3-294; No 98D-4536-DV1 in Middlesex Probate & Family Court. Neither party shall file any further appeals as to any aspect of the divorce judgment or this Agreement or Judgment dated December 24, 2001.
2. Ralph Johansen shall forthwith execute a quitclaim deed transferring all of his interest in the former marital home located in Framingham to the wife. His attorney shall hold the deed in escrow pending notification from the appellate court that the appeal is dismissed, at which time she shall immediately turn over the deed to Marlene Johansen's attorney. She continues to be responsible for all expenses of the property except the equity line.
3. Ralph Johansen shall forthwith ensure that said equity line is paid in full.
4. Commencing forthwith * Ralph Johansen shall commence paying Marlene Johansen the sum of \$400.00 per week as alimony, to be paid to her and her attorney, payable until the date of the death of Ralph Johansen.

af
may

PLAINTIFF

PLAINTIFF'S ATTORNEY

DATE

DEFENDANT

DEFENDANT'S ATTORNEY

DATE

December 24, 2001

December 24, 2001

* Payment due Friday 12/26/01 af

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(Continued from the other side)

either party or remarriage of Marlene Johansen.

5. Marlene Johansen hereby waives her claim to any portion of the husband's retirement, ~~including any claim to all income~~ ^{value} Ralph Johansen shall derive therefrom in future and/or accrued post-divorce, in

6. Ralph Johansen shall be solely responsible for payment of taxes, interest and penalties to the IRS and/or DOR due as a result of his non-filing of tax returns for the years set forth in the divorce judgment, paragraph 2 and he shall hold harmless Marlene Johansen for any liability, as a result of said returns.

7. This agreement supersedes paragraphs 1 and 2 and paragraphs 3, 4, 5, 6, and 7 and further eliminates paragraph 8 and 9. Since the marital home is being transferred to the wife ^{at} Marlene Johansen and Ralph Johansen retains all benefits relative to his retirement. Paragraph 20 of the Judgment Nisi is also ^{deleted} ~~superseded~~ by this Agreement.

8. Except as set forth herein, the parties reaffirm the Judgment Nisi of Divorce, dated March 21, 2001.

9. This Agreement shall be entered for Judgment on Marlene Johansen's Complaint for Contempt but Ralph Johansen shall not be adjudged in contempt.

10. Each party shall be solely responsible for his and her attorney's fees and neither shall seek payment from the other for said fees.

PLAINTIFF

PLAINTIFF'S ATTORNEY

December 24, 2001

DATE

DEFENDANT

Phyllis K. Ryan

DEFENDANT'S ATTORNEY

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WITNESS

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both
segments
(RPP+QPP)
or any
other
future
pension
designation
all of
which
has been
disclosed